

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TESSCO TECHNOLOGIES, INC.,

Plaintiff,

Civil Action No. 18-CV-13254

vs.

HON. BERNARD A. FRIEDMAN

CELLULAR SOLUTIONS SIGNAL
ENHANCING SPECIALISTS, LLC and
AIMEE KING n/k/a AIMEE SHOWALTER,

Defendants.

OPINION AND ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

This matter is presently before the Court on plaintiff's motion for summary judgment [docket entry 14]. Defendants have not responded to this motion, and the time for them to do so has expired. Pursuant to E.D. Mich. LR 7.1(f)(2), the Court shall decide this motion without a hearing.

This is a breach of contract action. Plaintiff Tessco Technologies, Inc. ("Tessco") alleges that in 2004 it entered into a contract with defendant Cellular Solutions Signal Enhancing Specialists, LLC ("Cellular Solutions") whereby Tessco sold cell phone and radio equipment to Cellular Solutions on an open account. Defendant Aimee King n/k/a Aimee Showalter ("King" or "Showalter"), the owner of Cellular Solutions, guaranteed Cellular Solutions' payment on the account. Tessco alleges that as of August 2018 Cellular Solutions' balance on this account was \$242,635.43, and that both defendants have failed and neglected to pay. Tessco asserts claims for breach of contract, unjust enrichment, and money due and owing.

In its summary judgment motion, Tessco supports these allegations with the parties' contract, the guaranty, the account history, and an affidavit of Kathy Jenkins, a representative of

Tessco who has knowledge of Cellular Solutions' account. *See* Pl's Mot. for Summ. J., Exs. 1-6. Jenkins avers that, with the addition of further finance charges, the amount now due on Cellular Solutions' account is \$249,302.80. Plaintiff seeks a judgment in this amount, plus costs and attorney fees.

By failing to respond to plaintiff's summary judgment motion, defendants concede that the facts presented by plaintiff are undisputed. *See* Fed. R. Civ. P. 56(e)(2). Under these circumstances, plaintiff is plainly entitled to the requested judgment. Plaintiff has demonstrated that the parties have an unambiguous contract, that defendants have breached it (Cellular Solutions by not paying on the account and King>Showalter by not honoring the guaranty), and that plaintiff has suffered damages in a readily ascertainable amount. Regardless of whether Michigan or Maryland law applies (the former being the law of the forum, the latter being the law specified in the choice-of-law clause of the contract), the result is the same. Accordingly,

IT IS ORDERED that plaintiff's motion for summary judgment is granted in the amount of \$249,302.80.¹

Dated: January 7, 2019
Detroit, Michigan

s/Bernard A. Friedman
BERNARD A. FRIEDMAN
SENIOR U.S. DISTRICT JUDGE

¹ As noted, plaintiff also seeks costs and attorney fees. Costs are awarded to the prevailing party by the clerk of court upon the presentment of a timely and sufficient bill of costs. *See* Fed. R. Civ. P. 54(d)(1); E.D. Mich. LR 54.1. Attorney fees incurred in bringing this action, to which plaintiff is entitled under the contract, must be sought by separate motion. *See* Fed. R. Civ. P. 54(d)(2); E.D. Mich. LR 54.1.2.